

BID PROJECT NO. 1205-10

**COUNTY OF MONROE
DEPARTMENT OF TRANSPORTATION**

**ADDENDUM NO. 3
TO THE
CONSTRUCTION SPECIFICATIONS AND RELATED DOCUMENTS
FOR
LAWRENCE ROAD OVER BROCKPORT CREEK
BRIDGE REPLACEMENT**

Capital Improvement Project No. 1454.01.05



TO ALL BIDDERS:

The following constitutes ADDENDUM NO. 3 of the Contract Documents. Each Bidder shall acknowledge receipt of the Addendum on Page P-5 of the Proposal.

Pages ADD: 3-1 through ADD: 3-15

Date: December 30, 2010

TO ALL BIDDERS:

Pages ADD: 3-1 through ADD: 3-15 constitutes Addendum No. 3 to the Contract Documents. Make the following changes to the Contract Specifications and Related Documents:

A. REVISIONS TO THE PROJECT CONTRACT DOCUMENTS

1. REPLACE the third and fourth pages of the Bid Schedule with the enclosed pages ADD 3-3 through ADD 3-4, which changes the Estimated Quantity of Item 551.9940 17 from "1 LS" to "36 EA".
2. In the Summary of Quantities table on page SQ-1, CHANGE the Pay Unit for Item 551.9940 17 Micro Piles from LS to EA and the Total Quantity from 1 to 36.
3. REPLACE pages ISC-1 and SC-1 through SC-10 with the enclosed pages ISC-1R and SC-1R through SC-10R.

B. REVISIONS TO THE PROJECT PLANS

1. In the "Estimate of Quantities" table on Drawing No. 2, CHANGE Unit for Item 551.9940 17 Micro Piles from LS to EA and Quantity from 1 to 36.

BID OPENING DATE REMAINS JANUARY 5, 2011 at 11:00 A.M.

BID SCHEDULE

ITEM NUMBER	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT BID PRICE IN WORDS	UNIT BID PRICE		AMOUNT BID	
				DOLLARS	CTS	DOLLARS	CTS
402.198911	PLANT PRODUCTION QUALITY ADJUSTMENT TO 402.198901	7 QU	Four Hundred Fifty Five DOLLARS AND No. CENTS FIXED PRICE:SEE SPECIFICATION AND NYSDOT SUBSECTION 102-03	65 00		455 00	
402.378901	37.5 F9 BASE COURSE HMA, 80 SERIES COMPACTION	215 TON	DOLLARS CENTS				
402.378911	PLANT PRODUCTION QUALITY ADJUSTMENT TO 402.378901	11 QU	Seven Hundred Fifteen DOLLARS AND No. CENTS FIXED PRICE:SEE SPECIFICATION AND NYSDOT SUBSECTION 102-03	65 00		715 00	
407.0101	TACK COAT	6 GAL	DOLLARS CENTS				
490.30	MISCELLANEOUS COLD MILLING OF BITUMINOUS CONCRETE	135 SY	DOLLARS CENTS				
551.9940 17	MICRO PILES (CONTRACTOR DESIGNED) DESIGN LOADS ≤ 100 TON	36 EA	DOLLARS CENTS				
553.030001	TEMPORARY WATERWAY DIVERSION STRUCTURE	1 EA	DOLLARS CENTS				
555.0104	FOOTING CONCRETE, CLASS A	64 CY	DOLLARS CENTS				
C 555.02	SAND CARVED DATE STAMP	2 EA	DOLLARS CENTS				

TOTAL THIS PAGE

BID SCHEDULE

ITEM NUMBER	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT BID PRICE IN WORDS	UNIT BID PRICE		AMOUNT BID	
				DOLLARS	CTS	DOLLARS	CTS
556.0201	UNCOATED BAR REINFORCEMENT FOR CONCRETE STRUCTURES	5.612 LBS	_____ DOLLARS _____ CENTS				
559.189601 18	PROTECTIVE SEALING OF STRUCTURAL CONCRETE ON NEW BRG. DECKS	298 SF	_____ DOLLARS _____ CENTS				
C 559.50	MEMBRANE WATERPROOFING SYSTEM	200 SY	_____ DOLLARS _____ CENTS				
562.0101	REINFORCED CONCRETE SPAN UNITS	150 SY	_____ DOLLARS _____ CENTS				
562.03	WINGWALL WITH FOOTING	64 SY	_____ DOLLARS _____ CENTS				
568.54	STEEL BRIDGE RAILING (THREE RAIL)	80 LF	_____ DOLLARS _____ CENTS				
568.70	TRANSITION BRIDGE RAILING	128 LF	_____ DOLLARS _____ CENTS				
603.77	CONCRETE COLLARS	1 EA	_____ DOLLARS _____ CENTS				
603.9812	12" SMOOTH INTERIOR CORRUGATED POLYETHYLENE PIPE	210 LF	_____ DOLLARS _____ CENTS				

TOTAL THIS PAGE _____

The itemized proposal shall be completed by the bidder with the unit prices written in words and numerals and the extensions written in numerals.

ADD 3-4 of ADD 3-15

***SPECIAL CONDITIONS OF CONTRACT
FEDERAL AID PROJECTS***

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A. *Introduction*

The purpose of these Special Conditions of the Contract is to both supplement and modify the requirements of the General Conditions and to present additional requirements of the Contract Documents. In general, the requirements of all sections of the Contract Documents apply to any and all items herein; however, in case of conflict between the General Conditions and the Special Conditions, the Special Conditions shall govern.

B. *Modifications to the Instructions to Bidders*

The OWNER's Standard Instruction to Bidders are hereby modified as follows:

1. IB # 16 – Utilization of Minority (MBE) and Women's (WBE) Business Enterprise

DELETE IB #16 subsection a., b. and c. of the Instructions to Bidders on page IB-5 in their entirety and **CHANGE** all references in subsection d. from "MBE/WBE" to "DBE". The requirements of NYSDOT Procedures for Locally Administered Federal Aid Projects Chapter 12 and Appendix 12-2 contained herein, shall apply.

C. *Modifications to the Proposal*

The OWNER's Standard Proposal is hereby modified as follows:

1. Certification for Utilization of Minority and Women's Business Enterprise

DELETE the Certification for Utilization of Minority and Women's Business Enterprise in the Proposal on page P-6 in its entirety. The requirements of NYSDOT Procedures for Locally Administered Federal Aid Projects Chapter 12 and Appendix 12-2 contained herein, shall apply.

D. *Modifications to the Performance Bond*

The OWNER's Performance Bond is hereby modified as follows:

1. Page PB-1

In the paragraph that begins "NOW, THEREFORE,...", starting on the fifth (5th) line of the paragraph, **DELETE** the words "...and guarantees of maintenance for the period stated in the Contract,...".

2. Page PB-1

In the paragraph that begins "NOW, THEREFORE,...", on the twelfth (12th) line of the paragraph, **DELETE** the words "...or maintenance thereof,...".

E. Modifications to the General Conditions

The OWNER's Standard General Conditions are hereby modified as follows:

1. GC #2 Definitions

DELETE paragraph "h." and paragraph "i." in their entirety and replace with the following:

"h. The CONSULTANT's certification is the CONSULTANT's written certification to the OWNER stating that all work required to be performed under the contract is complete.

i. Final Payment – The final payment shall be made upon submittal of certification by the CONSULTANT and final acceptance of work by the OWNER."

2. GC #9 Record Drawings

Under paragraph "c.", on the thirteenth (13th) line of the paragraph, **DELETE** the words "..., for approval prior to release of any retainage and establishing the value of the work." and **REPLACE** with the following:

"..., for approval prior to CONSULTANT issuing certification of project completion to OWNER."

3. GC #11 - Insurance

ADD the following:

"In addition to any other forms of insurance or bonds required under other terms of the contract documents, the CONTRACTOR will be required to carry insurance of the following kinds and amounts:

a. Public Liability Insurance

The CONTRACTOR shall furnish evidence that, with respect to the operations it performs, it carries Public Liability Insurance, including contractual liability insurance with a limit of not less than \$5,000,000 single limit, bodily injury and/or property damage combined, for damages arising out of bodily injuries to or death of all persons in any one occurrence and for damage to or destruction of property, including the loss of use thereof, in any one occurrence.

b. Automobile Public Liability Insurance

When any motor vehicles are used in connection with the work to be performed, contractor shall furnish evidence that it carries Automobile Public Liability Insurance and Property Damage Liability Insurance with a limit of not less than \$5,000,000 covering bodily injury and/or property damage for each occurrence.

c. Worker's Compensation in Statutory Amounts

Contractor shall furnish evidence that it carries Employer's Liability and Occupational Disease Insurance with limits of \$1,000,000 each accident \$1,000,000 policy limit and \$1,000,000 each employee.

4. GC #14 - Wage Rates

ADD the following:

"All Bidders, in submitting their Bids, should base their Bids and work progression on the assumption that Overtime Dispensation pursuant to Article 8 of the New York State Labor Law, for any workers, laborers, and mechanics to work more than eight hours in any one calendar day or more than five days in any one week will not be granted for any operation for the contract duration. Subsequent to award, where the contract proposal has imposed specific scheduling and/or phasing requirements or where it is determined by the OWNER to be in the best interest of the public, the OWNER may process, for approval by the New York State Department of Labor, requests for Overtime Dispensation on certain specific operations and, in the event approval is granted, there shall be no adjustment therefor in any bid prices."

5. GC #20 – Liens

In the first (1st) line of the paragraph, **DELETE** the words "Neither the final payment nor any part of the retained percentage shall become due until..." and **REPLACE** with the following:

"The final payment shall not be made until..."

6. GC #24 - Subcontracts

ADD the following:

"d. The CONTRACTOR shall perform with their own organization contract work amounting to not less than fifty-one percent (51%) of the original total contract price, except that any items designated by the OWNER as "Specialty Items" so performed may be deducted from the original total contract price before computing the amount of work required to be performed by the CONTRACTOR with his own

organization. See special notes section for what items are considered "Specialty Items" for this contract.

- 1) The CONTRACTOR's own organization shall be construed to include only the workers employed and paid directly by the CONTRACTOR and equipment owned or rented by him, with or without operators.
- 2) "Specialty Items" shall be construed to be limited to work that requires specialized knowledge, craftsmanship or equipment not ordinarily available in contracting organizations qualified to bid on the contract as a whole and in general are to be limited to minor components of the over-all contract.

7. GC #25 - Co-ordination with other Contractors, Utilities and Owner's forces

ADD the following:

- "e. It shall be the CONTRACTOR's duty to notify all utility companies, all pipe line owners or other parties affected, and to make or have the appropriate entity make all necessary adjustments of the public or private utility fixtures, pipe lines, and other appurtenances within or adjacent to the limits of construction, made as soon as practical.
- f. The relocation and adjustment of all privately owned utilities, if necessary, will be performed by the respective utility companies at their expense. It is imperative that the CONTRACTOR consult and cooperate fully with the utility companies.
- g. It is understood and agreed that the CONTRACTOR has considered in his bid all of the permanent and temporary utility appurtenances in their present or relocated positions and that no additional compensation will be allowed for any delays, inconveniences, or damage sustained by the CONTRACTOR to any interference from the said utility appurtenances or the operation of moving them. See Special Condition #7.

Below is a scope and tentative schedule of work that will be completed by the various utilities:

Utility: Rochester Gas and Electric
Contact: Lindsay Rumfola
Lindsay_Rumfola@RGE.com
(585) 771-4190
Scope: Relocate underground gas line further south of bridge, near edge of new permanent easement.
Schedule: Spring of 2011.

Utility: National Grid
Contact: Laurie Mastin
Laurie.Mastin@us.ngrid.com
(585) 344-5880
Scope: None – Overhead electric to remain energized during construction.

Utility: Frontier Telephone
Jeff Hardies
(585) 777-7497
Scope: None – Overhead telephone to remain in service during construction.

Utility: Time Warner Cable
Contact: Carlos Santiago
Carlos.Santiago@twcable.com
(585) 756-1322
Scope: None – Overhead cable TV remain in service during construction.

8. GC #29 - Changes in the Work

ADD the following:

“e. The OWNER reserves the right, at any time during the progress of the work, to increase, decrease or omit any portion of the work as it may deem reasonably necessary for the public interest; making allowances for additions and deductions with compensation made in accordance with the unit prices, without constituting grounds for any claim for allowance for damages or for loss of anticipated profits, or for any variations between the approximate quantities and the quantities of the work as done.” The process discussed in Article IV of the Agreement shall be followed.

9. GC #32 – Differing Site Conditions

DELETE paragraph “d.” in its entirety.

10. GC #39 - Guarantee Period

DELETE general condition #39 in its entirety.

11. GC #43 - Shop Drawings

Under paragraph “j.”, first (1st) sentence, **DELETE** the words “Before release of any retainage...” and **REPLACE** with the following:
“Prior to final project acceptance by the OWNER,...”

12. GC #46 – Standard Products

DELETE the paragraph in its entirety and replace with the following:

"All materials, equipment and accessories shall be new and unused and shall be essentially the standard product of a manufacturer regularly engaged in the production of such material or equipment, and shall essentially duplicate material or equipment that has been in satisfactory operation at least five (5) years. The owner reserves the right to reject any material or equipment manufacturer who, although he meets the above requirements, does not provide satisfactory evidence indicating adequate and prompt post-installation repair and maintenance service during the manufacturers standard warranty period. Items of any one type of materials or equipment shall be the product of a single manufacturer."

13. GC #55 – Operations and Maintenance Manual/Spare Parts Data

DELETE the last sentence of the paragraph that reads: "The foregoing shall not relieve the CONTRACTOR of any responsibilities under any guaranty specified herein."

14. GC #57 - Location of Existing Utilities

ADD the following:

"The CONTRACTOR shall be responsible for locating and protecting from damage all utilities. Where existing utilities are located within the contract limits, the CONTRACTOR shall be required to give proper agencies and various owners at least 72 hours notice before doing any work which may interfere with the operation of such utility. Location of utilities will be provided in accordance with Industrial Code 53 (also designated as Part 753) by calling 1-800-962-7962. No supervision of work will be provided by utilities.

Where traffic signal poles are set in close proximity to overhead electric lines, the utility shall be notified 3 working days in advance to allow proper protection to be installed.

Location of interconnecting cables on utility poles will be determined by the respective utilities.

All known public and private utility installations within the contract limits are shown in their approximate existing locations on the contract plans. The CONTRACTOR is, however, cautioned that these locations are not guaranteed, nor is there any guarantee that all such facilities within the contract limits have been shown on the plans. In this regard, the CONTRACTOR's attention is called to Subsections 104-0.3 and 105-06 of the May 1, 2008 NYSDOT Standard Specifications.

Attention is directed to the fact that locations and elevations of new utility work may in some instances be altered from that shown on the plans, as ordered by the CONSULTANT to eliminate interference with other existing utilities and facilities.

The relocation and adjustment of municipally owned sewers and water lines will be performed by the CONTRACTOR under this contract as outlined on the plans or as ordered by the CONSULTANT, in accordance with the applicable specifications.

Existing storm and/or sanitary sewers, water mains and appurtenances to remain in operation, that are damaged or destroyed by the CONTRACTOR shall be repaired or restored by him at his own expense to the satisfaction of the CONSULTANT and the applicable government agency.

Sewage and storm drainage flow in all existing and relocated sanitary and storm sewers must be maintained at all times in accordance with the requirements of the applicable government agencies, as referenced above. All work and methods of construction in connection with alterations to and relocations of existing sanitary and storm sewers and appurtenances shall be subject to the inspection and approval of the applicable government agencies.

The CONTRACTOR shall notify, in writing, any public or private utility, as well as the CONSULTANT, at least 5 days in advance of any work which may affect the utility or cause an interruption or disruption of utility service.

Utilities encountered during the work shall be maintained and protected in their existing locations until otherwise provided for. If service or utility lines not shown on the plans are encountered, excavation and grading shall be done with caution in order that these services not be disturbed until proper disposition of such is made by their owners.

The CONTRACTOR shall be responsible for any damage to utility lines caused by his operation and if the nature of the damage is such as to endanger the satisfactory operations of these utilities and necessary repairs are not immediately made by the CONTRACTOR, the work may be performed by the respective owning companies and the cost thereof charged to the CONTRACTOR.

All costs associated with verification of the location of underground facilities pursuant to Industrial Code 53, as amended, shall be included in the prices bid for the respective contract items involved. All test holes excavated by written direction of the CONSULTANT for purposes other than for compliance with Industrial Code 53 or Section 25 and 68 of the General Conditions, will be paid for at the unit price bid for Trench and Culvert Excavation (or as ordered by the CONSULTANT if this pay item is not included in the Contract)."

- 15. GC #58 - Borings and Sub-Surface Data (NOTE: Not applicable to this project)**
DELETE Paragraphs "a." and "b.", and replace with the following:

“Approximate locations of the pavement cores/subgrade exploratory borings are shown on the drawings. The results of the pavement cores and borings are in the supplemental information section on pages SI-X to SI-X, but are not part of the Contract Documents. The information is furnished solely for the convenience of the CONTRACTOR, without any warranty expressed or implied as to its accuracy or completeness. The CONTRACTOR shall make no claims against the County of Monroe with respect to the accuracy or completeness of such information.”

16. GC #60, Survey Monuments

ADD the following:

“All Survey Control Monuments that are to be preserved shall be well fenced and flagged against disturbance or destruction. Those monuments which it has been determined, in advance of construction, cannot be preserved are to be removed and the brass plate delivered to the MCDOT Survey Office. Information on the exact location of these monuments is available in the MCDOT Survey Office.”

17. GC #70 - Photographs

Under paragraph “a.”, **ADD** the following:

“Preconstruction and Final Photographs

Contractor shall provide one(1) copy of the prints and a CD containing digital files of the photographs to the CONSULTANT.

The total number of preconstruction (before) photographs required for this contract is 12, and the total number of final (after) photographs required for this contract is 12. No separate payment will be made for the photographs.”

Under paragraph “b.”, **ADD** the following:

“Progress Photographs

Contractor shall provide one (1) copy of the prints and a CD containing digital files of the photographs to the CONSULTANT.”

18. GC #71 - Inspection of Work

ADD the following:

“d. The Director of Transportation will be represented by a Resident Engineer, who will inspect all work done under the Contract.

The Resident Engineer shall inspect all work performed, approve all materials to be used, and reject all work and materials found to be not in accordance with the plans and specifications. His authority shall cover all phases of the work. In the event that questions should arise concerning the interpretation or changes of plans and specifications or to the acceptability of the work, the CONTRACTOR shall submit his questions, in writing, to the Resident Engineer. These questions shall be forwarded to the Director of Transportation, along with the Resident Engineer’s recommendations.

The Resident Engineer shall place on the job, inspectors who shall inspect the work as direct representatives. Their authority shall consist of inspecting the work under the Contract, rejecting any defective material used and temporarily suspending any work improperly performed. They will not have the authority to make changes or alterations in the plans and specifications, nor be permitted to act as foremen for the CONTRACTOR.

Any work done or materials used without suitable supervision or inspection by the CONSULTANT or his authorized representative may be ordered removed and replaced at the CONTRACTOR's expense."

19. GC #73 - Construction and Demolition Debris

ADD the following:

"Exempt wastes, under 6NYCRR Part 360-7, which have been generated on the project site by the work of the contract may be buried on the project site on property owned by the COUNTY in accordance with the requirements of Sub-Section 203-3.08 Disposal of Surplus Excavated Materials or Sub-Section 203-3.10 Embankments. Exempt waste shall not be pulverized, shredded or otherwise processed such that the individual waste components are rendered unrecognizable. Vegetative wastes shall be segregated from other exempt wastes when buried. All on-site disposal shall be subject to the Resident Engineer's approval of location, final condition and appearance, and shall be shown on the record drawings. No separate payment shall be made for this work. The absence or unavailability of disposal sites on the project shall not be the basis of a claim for extra compensation by the CONTRACTOR for the necessary and appropriate off-site disposal of exempt wastes.

Disposal of all construction and demolition debris other than the exempt wastes listed above shall occur off-site at a disposal facility authorized to accept such wastes for disposal pursuant to Part 360. Off-site disposal of exempt wastes shall be carried out in accordance with Part 360.

Nothing herein is intended to prevent the contractor from removing materials to off-site locations for speculative accumulation, beneficial use, recovery or recycling proposed if such activities are consistent with all applicable Federal, State, and local laws and regulations."

F. Modifications to the Minority and Women's Business Enterprise (MBE/WBE) Requirements

DELETE the OWNER's Minority and Women's Business Enterprise (MBE/WBE) Requirements contained in the County's Standard Specifications in their entirety.

The requirements of NYSDOT Procedures for Locally Administered Federal Aid Projects Chapter 12 and Appendix 12-2 contained herein, shall apply.

G. Modifications to the Equal Employment Opportunity (EEO) Requirements

On page EEO-1, **DELETE** the first and second paragraphs in their entirety and **REPLACE** with the following:

“To assist the County in monitoring accomplishments toward workforce goals, all CONTRACTORS shall submit monthly a Monroe County Monthly Employment Utilization Report (form is included in these Specifications). The requirements of NYSDOT Procedures for Locally Administered Federal Aid Projects Chapter 12 and Appendix 12-1 contained herein, shall apply.”